

RECORDATION NO. 14325 Filed 1425
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WASHINGTON, D.C. 20036
202 828-0100
INTERSTATE COMMERCE COMMISSION
1111 19TH STREET, N.W.

REID & PRIEST

40 WEST 57TH STREET
NEW YORK, N. Y. 10019

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INTERSTATE COMMERCE COMMISSION

NEW YORK OFFICE

CABLE ADDRESS: "REIDAPT"

TELEX: 7105816721 RDPT NYK

MAY 22 1984 - 9 10 AM

Date

Fee \$ 100.00 May 21, 1984

DIRECT DIAL NUMBER

INTERSTATE COMMERCE COMMISSION
ICC Washington, D. C.

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

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INTERSTATE COMMERCE COMMISSION

Dear Mr. Bayne:

Enclosed please find one original and one counterpart or certified true copy of each of the following documents, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code:

(1) Conditional Sale Agreement, a primary document, dated as of May 15, 1984 (the "CSA"), between The Connecticut Bank and Trust Company, National Association (not in its individual capacity but solely as Trustee under a Trust Agreement dated as of May 15, 1984 with Progress Leasing Corporation) and Bethlehem Steel Corporation.

(2) Agreement and Assignment, a secondary document, dated as of May 15, 1984 (the "Agreement and Assignment"), between Bethlehem Steel Corporation, as Builder, and John Hancock Mutual Life Insurance Company, as Assignee.

(3) Lease of Railroad Equipment, a primary document, dated as of May 15, 1984 (the "Lease"), between System Fuels, Inc., as lessee (the "Lessee") and The Connecticut Bank and Trust Company, National Association (not in its individual capacity but solely as Trustee under a Trust Agreement dated as of May 15, 1984 with Progress Leasing Corporation), as lessor (the "Lessor").

(4) Assignment of Lease and Agreement, a secondary document, dated as of May 15, 1984 (the "Assignment of Lease"), between The Connecticut Bank and Trust Company, National Association, as Assignor (acting solely in its capacity as Trustee under a Trust Agreement dated as of May 15, 1984 with Prog-

May 21, 1984

ress Leasing Corporation) and John Hancock Mutual Life Insurance Company, as Assignee, and the Consent to such Assignment of Lease by System Fuels, Inc. ("Consent").

We request that the Agreement and Assignment be cross-indexed under the name of The Connecticut Bank and Trust Company, National Association, and that the Assignment of Lease be cross-indexed under the name of System Fuels, Inc.

The names and addresses of the parties to the CSA, the Agreement and Assignment, the Lease and the Assignment of Lease are as follows:

Trustee	The Connecticut Bank and Trust Company, National Association One Constitution Plaza Hartford, Connecticut 06115
Builder & Assignor under Agreement and Assignment	Bethlehem Steel Corporation Freight Car Division - Division General Manager Johnstown, Pennsylvania 15907
Assignee under Agreement and Assignment	John Hancock Mutual Life Insurance Company Attention: Bond and Corporate Finance Department, T-57 John Hancock Place P. O. Box 111 Boston, Massachusetts 02117
Lessee	System Fuels, Inc. 225 Baronne Street New Orleans, Louisiana 70112 (Attention of Treasurer)
Lessor	The Connecticut Bank and Trust Company, National Association One Constitution Plaza Hartford, Connecticut 06115
Assignee under Assignment of Lease	John Hancock Mutual Life Insurance Company Attention: Bond and Corporate Finance Department, T-57 John Hancock Place P. O. Box 111 Boston, Massachusetts 02117

The CSA, the Agreement and Assignment, the Lease and the Assignment of Lease cover the following equipment ("Units of Equipment"):

320 100-ton rotary dump coal cars, manufactured by Bethlehem Steel Corporation (the "Builder").

A.A.R. Mechanical Designation: GT

Builder's Specifications: Bethcar specification
Nos. DF 3400-564

Lessee's Identification Nos.: SFIX 8005 through
(both inclusive) 8007; SFIX 2575
through 2891

Identifying Marks: Each Unit of Equipment shall be marked on each side, in letters not less than one inch in height, with the words "OWNED BY A BANK OR TRUST COMPANY AS TRUSTEE AND SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTER-STATE COMMERCE COMMISSION."

A fee of \$100.00 is enclosed. Please stamp and return the original copy of each document, together with a notation or receipt indicating the Recordation Number and the date and time of filing (if convenient for you, this information may be stamped on the extra copy of this transmittal letter furnished herewith).

A short summary of the documents to appear in the index follows:

(1) Conditional Sale Agreement between The Connecticut Bank and Trust Company, National Association (not in its individual capacity but solely as Trustee under a Trust Agreement dated as of May 15, 1984 with Progress Leasing Corporation), One Constitution Plaza, Hartford, Connecticut 06115 and Bethlehem Steel Corporation, Freight Car Division-Division General Manager, Johnstown, Pennsylvania 15907, dated as of May 15, 1984, and covering 320 100-ton rotary dump coal cars.

(2) Lease of Railroad Equipment between The Connecticut Bank and Trust Company, National Association (not in its individual capacity but solely as Trustee under a Trust Agreement dated as of May 15, 1984 with Progress Leasing Corporation), as Lessor,

May 21, 1984

One Constitution Plaza, Hartford, Connecticut 06115 and System Fuels, Inc., as Lessee, 225 Baronne Street, New Orleans, Louisiana 70112, dated as of May 15, 1984, and covering 320 100-ton rotary dump coal cars.

(3) Agreement and Assignment between Bethlehem Steel Corporation, as Builder, Freight Car Division-Division General Manager, Johnstown, Pennsylvania 15907 and John Hancock Mutual Life Insurance Company, as Assignee, Attention: Bond and Corporate Finance Department, T-57, John Hancock Place, P.O. Box 111, Boston, Massachusetts 02117, dated as of May 15, 1984, and covering 320 100-ton rotary dump coal cars, and connected to the Conditional Sale Agreement with Recordation No. _____.

(4) Assignment of Lease and Agreement between The Connecticut Bank and Trust Company, National Association, as Assignor (acting solely in its capacity as Trustee under a Trust Agreement dated as of May 15, 1984 with Progress Leasing Corporation), One Constitution Plaza, Hartford, Connecticut 06115 and John Hancock Mutual Life Insurance Company, as Assignee, Attention: Bond and Corporate Finance Department, T-57, John Hancock Place, P.O. Box 111, Boston, Massachusetts 02117, and the Consent to such Assignment of Lease and Agreement by System Fuels, Inc., 225 Baronne Street, New Orleans, Louisiana 70112, all dated as of May 15, 1984, and covering 320 100-ton rotary dump coal cars, and connected to the Lease of Railroad Equipment with Recordation No. _____.

Very truly yours,

REID & PRIEST

By: John S. Bacon
John S. Bacon, Esq.

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT dated as of May 15, 1984 (the "Assignment"), between THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, acting solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of the date hereof with the Owner named therein (the "Trust Agreement"), and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (together with its successors and assigns, the "Vendor").

WHEREAS the Trustee is entering into a Conditional Sale Agreement dated as of the date hereof (the "CSA") with BETHLEHEM STEEL CORPORATION (the "Builder") providing for the sale to the Trustee of such units of railroad equipment (the "Units") described in Annex B thereto as are accepted by the Trustee thereunder;

WHEREAS the Trustee and SYSTEM FUELS, INC. (the "Lessee") have entered into a Lease of Railroad Equipment dated as of the date hereof (the "Lease") providing for the leasing by the Trustee to the Lessee of the Units; and

WHEREAS in order to provide security for the obligations of the Trustee under the CSA and as an inducement to the Vendor to invest in the CSA Indebtedness (as defined in Paragraph 4.3(b) of the CSA), the Trustee agrees to assign for security purposes its rights in, to and under the Lease (except as herein otherwise specified) to the Vendor;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants herein-after mentioned to be kept and performed, the parties hereto agree as follows:

1. The Trustee hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of the obligations of the Trustee under the CSA, all the Trustee's right, title and interest, powers, privileges and other benefits under the Lease, including, without limitation, all rentals, profits and other sums payable to or receivable by the Trustee from the Lessee under or pursuant to the provisions of the

Lease whether as rent, casualty payment, termination payment, liquidated damages, or otherwise (such moneys being hereinafter called the "Payments"), and the immediate right to receive and collect the Payments and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Trustee is or may become entitled to do under the Lease; provided, however, that the term Payments as used herein shall not be deemed to include payments made by the Lessee to the Owner or the Trustee pursuant to §§ 6, 12 and 20 of the Lease (except indemnification payments intended to satisfy the obligations of the Trustee to indemnify the Vendor pursuant to Articles 6 and 14 of the CSA), proceeds of public liability insurance payable to the Owner or to the Trustee, in its individual or fiduciary capacity, as an additional named insured pursuant to § 7.7 of the Lease, and proceeds paid or payable to the Owner of property insurance carried and maintained by, and at the option of, the Owner (whether directly or in the name of the Trustee) which is in addition to the property insurance required to be maintained by the Lessee pursuant to §7.7 of the Lease (as well as any indemnity or other payment paid or payable to the Owner pursuant to Paragraph 12 of the Participation Agreement), it being understood that amounts so payable by the Lessee or by any insurer to the Owner or the Trustee pursuant to any of said Sections (or said Paragraph) are not (except as aforesaid) intended to be assigned to the Vendor hereunder. In furtherance of the foregoing assignment, the Trustee hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to the extent required by § 3.3 of the Lease to which the Trustee is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made to it by the Lessee for the account of the Trustee pursuant to the Lease and the Consent of the Lessee attached hereto. To the extent received, the Vendor will apply such Payments to satisfy the obligations of the Trustee then due and payable under the CSA, and, so long as no event of default under the CSA shall have occurred and be continuing, any balance of such Payments shall be paid by the Vendor, in the manner specified in Paragraph 15 of the Participation Agreement, to the Trustee on the same date such Payment is applied to satisfy such obligations of the Trustee, and such balance shall be retained by the Trustee

until it is distributed in accordance with the Trust Agreement; but if an event of default under the CSA shall have occurred and be continuing, the Vendor may retain any such balance not yet paid over to the Trustee, subject to the limitations set forth in Paragraph 16.3 of the CSA. If the Vendor shall make a Declaration of Default pursuant to Paragraph 16 of the CSA, the Vendor will apply all Payments received by it (including any such balances retained by the Vendor) to the payment of the entire CSA Indebtedness together with interest thereon then accrued and unpaid.

If any Event of Default shall occur and be continuing under the Lease, before the Vendor shall be entitled to make a Declaration of Default under Paragraph 16 of the CSA by virtue of such Event of Default under the Lease, the Vendor shall give five days' advance notice to the Trustee and the Owner at their addresses set forth in the Lease (such notice to be deemed conclusively given upon receipt by the Trustee and the Owner of telephonic or telegraphic notice from the Vendor to be confirmed by prompt written notice delivered to each such party by certified first class U.S. mail); provided, however, that the Vendor shall not be required to give any such notice if such Event of Default is not curable by the Trustee under the CSA; and provided, further however, that the failure of the Vendor to notify the Trustee as and when required hereby shall bar a Declaration of Default (as provided above) but shall not otherwise affect the obligations of the Trustee hereunder or under the CSA. Notwithstanding anything to the contrary herein or in the CSA, a waiver by the Vendor, as assignee of the Lease, of any Event of Default under § 13.1 of the Lease shall constitute a waiver of the corresponding event of default, if any, arising under clauses (a), (b) or (e) of Paragraph 16.1 of the CSA.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify the liability of the Trustee under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Trustee to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Trustee or persons other than the Vendor.

3. The Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides is to be performed by the Trustee; without the written consent of the Vendor,

the Trustee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or (subject to the proviso to Paragraph 23.2 of the CSA) enter into any agreement amending, modifying or terminating the Lease (it being understood, however, that the Trustee has the right, without the consent of the Vendor, to grant waivers and enter into agreements in respect of the payments described in the proviso to the first sentence of Paragraph 1 hereof), and the Trustee agrees that any amendment, modification or termination thereof without such consent shall be void.

4. The Trustee does hereby constitute the Vendor the Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Trustee or otherwise), to ask, require, demand and receive any and all Payments due and to become due under or arising out of the Lease to which the Trustee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings in connection therewith which to the Vendor may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all sums due from the Trustee under the CSA, this Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Trustee, without further act or deed, but the Vendor shall execute and deliver such documents as the Trustee may reasonably request in order to confirm, or make clear upon public records, such termination and/or reversion. Promptly following such full discharge and satisfaction, the Vendor agrees that it will advise the Lessee in writing that all sums due from the Trustee under the CSA have been fully discharged and satisfied and instruct the Lessee that no further payments under the Lease are to be made to the Vendor.

6. The Trustee will, from time to time, execute, acknowledge and deliver any and all further instruments reasonably requested by the Vendor in order to confirm or further assure the interest of the Vendor hereunder.

7. The Vendor may assign all or any of the rights assigned to it hereby, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder. The Vendor will give written notice to the Trustee and the Lessee of any such assignment.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303. This Assignment shall be effective when counterparts thereof are delivered at the offices of Messrs. Reid & Priest, New York, New York.

9. The Trustee shall cause copies of all notices received in connection with the Lease and all Payments received by it hereunder to be promptly delivered or made to the Vendor.

10. The Vendor hereby agrees with the Trustee that the Vendor will not, so long as no event of default under the CSA has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Trustee to the Vendor by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Lease and the CSA, the Trustee may, so long as no event of default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges and remedies arising out of § 13.1 (a) of the Lease and may, regardless of any occurrence or continuation of any such event of default, demand and retain any payments described in the proviso to the first sentence of Paragraph 1 hereof; provided, however, that the Trustee shall not, without the prior written consent of the Vendor, terminate the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of § 13.1 (b) of the Lease.

11. It is expressly understood and agreed by and between the parties hereto, anything in this Assignment to the contrary notwithstanding, that each and all of the representations, warranties and agreements in this Assignment made on the part of the financial institution acting as Trustee hereunder are each and every one of them made

and intended not as personal representations, warranties and agreements by said financial institution, or for the purpose or with the intention of binding said financial institution personally, but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Assignment is executed and delivered by said financial institution solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said financial institution or the Owner on account of any representation, warranty or agreement herein of the Trustee or the Owner either expressed or implied, all such personal liability, if any, being expressly waived and released by the Vendor and by all persons claiming by, through or under the Vendor; provided, however, that the Vendor or any person claiming by, through or under the Vendor, making claim hereunder, may look to said Trust Estate for the satisfaction of the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Trustee as aforesaid,

[Seal]

Attest:

by

Authorized Officer

Linda B. McCall
Authorized Officer

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY.

[Seal]

by

Attest:

Authorized Officer

and intended not as personal representations, warranties and agreements by said financial institution, or for the purpose or with the intention of binding said financial institution personally, but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Assignment is executed and delivered by said financial institution solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said financial institution or the Owner on account of any representation, warranty or agreement herein of the Trustee or the Owner either expressed or implied, all such personal liability, if any, being expressly waived and released by the Vendor and by all persons claiming by, through or under the Vendor; provided, however, that the Vendor or any person claiming by, through or under the Vendor, making claim hereunder, may look to said Trust Estate for the satisfaction of the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Trustee as aforesaid,

[Seal]

Attest:

by _____
Authorized Officer

Authorized Officer

JOHN HANCOCK MUTUAL LIFE INSUR-
ANCE COMPANY,

[Seal]

Attest:

by *David A. Schmitt*
Senior Investment Officer

Marion L. Neerintz
Authorized Officer

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1984, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

Notary Public

My Commission expires

[illegible]

On this 17th day of May 1984, before me personally appeared David A. Schuchty, to me personally known, who, being by me duly sworn, says that he is Senior Investment Officer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Winifred A. Dwyer
Notary Public

My Commission expires Aug. 15, 1986

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this 17th day of May 1984, before me personally appeared F. W. KAWAM, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

Ray A. Lynch
Notary Public

PATTY A. LYNCH
NOTARY PUBLIC

My Commission expires MY COMMISSION EXPIRES MARCH 31, 1987

STATE OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

On this day of 1984, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

My Commission expires

CONSENT

The undersigned, SYSTEM FUELS, INC., a Louisiana corporation (the "Lessee"), the lessee named in the Lease (the "Lease") referred to in the foregoing Assignment of Lease and Agreement (the "Lease Assignment"), hereby (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment and agrees that:

(1) it will pay Payments (as defined in the Lease Assignment) due and to become due under the Lease to the extent such Payments are required to satisfy the obligations of the Trustee under the CSA (as defined in the Lease), by transfer of immediately available funds directly to the account of the Vendor (as defined in the Lease Assignment) at its place of payment specified in Paragraph 15 of the Participation Agreement, each such Payment to be accompanied by sufficient information to identify the source and application of such funds (or by such other method or at such other address as may be furnished in writing to the Lessee by the Vendor); and unless and until the Vendor shall otherwise direct the Lessee in writing, any balance of such Payments shall be paid by the Lessee to, or upon the order of, the Trustee by wire transfer of immediately available funds to such account or at such address as may be specified in writing to the Lessee by the Trustee;

(2) except as otherwise contemplated by Paragraph 10 of the Lease Assignment, the Vendor shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Vendor were named therein as the Trustee;

(3) the Vendor shall not, by virtue of the Lease Assignment or this Consent, be or become subject to any liability or obligation under the Lease or otherwise; and

(4) except as otherwise provided in § 7.9 of the Lease, the Lease shall not, without the prior written consent of the Vendor, be terminated or (subject to the proviso to Paragraph 23.2 of the CSA as defined in the Lease Assignment) modified, nor shall any action be taken or omitted by the Lessee the taking or omission of which might result in an alteration or impairment of the Lease or the Lease Assign-

ment or this Consent or of any of the rights created
by any thereof.

This Consent shall be construed in accordance
with the laws of the State of New York.

Dated as of May 15, 1984

SYSTEM FUELS, INC.,

[Seal]

by 

Attest:


Assistant Secretary